

**MULTI-MODAL TRANSPORTATION SERVICES BUREAU
REQUEST FOR PROPOSAL
for
QUALIFICATIONS BASED SELECTION FOR NON-PREQUALIFIED SERVICES**

The Michigan Department of Transportation (MDOT) is seeking professional services for the project contained in the attached scope of services.

If your firm is interested in providing services, please indicate your interest by submitting a proposal. The proposal must be submitted in accordance with the latest "Vendor Selection Guidelines for Service Contracts", available on the MDOT website.

For efficiency sake, we are asking that the vendor firm provide 4 paper copies of the proposal to the MDOT project manager named in the attached scope of services.

These copies must be received by 4:00pm on March 4, 2005. Fax and electronic copies are not acceptable.

Any questions relative to the scope of services must be submitted by e-mail to the MDOT project manager. Any questions must be asked at least three working days prior to the due date and time specified above. All questions and their answers will be placed on the MDOT website as soon as possible after receipt of the questions. The names of vendors submitting questions will not be disclosed.

For a cost plus fixed fee contract, the selected vendor must have a cost accounting system to support a cost plus fixed fee contract. This type of system has a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs maybe segregated and accumulated in the vendor's job-order accounting system.

If selected, the vendor should make sure that current financial information, including labor rates, overhead computations, and financial statements, if overhead is not audited, is on file with MDOT's Office of Commission Audits. This information must be on file for the prime vendor and all sub vendors so that the contract will not be delayed.

The selection team will review the information submitted and will select the firm considered most qualified to perform the services based on the proposals. The selected vendor may be contacted to confirm capacity. Negotiations will be conducted with the firm selected.

MDOT is an equal opportunity employer and MDOT DBE firms are encouraged to apply. The participating DBE firm, as currently certified by MDOT's Office of Equal Opportunity, shall be listed in the Proposal.

The scope of services is attached to this solicitation.

SCOPE OF SERVICES

Project Location: Canton-Plymouth-Mettetal Airport
8550 North Lilley Road
Canton, Michigan

Project Description: Installation of new fence on the north side of airport property along Joy Road and Runway Safety Area (RSA) improvements (done in accordance with FAA regulations using the declared distance concept) on Runway 18 including removal of a section of asphalt runway, new asphalt taxiway connectors, lighting and pavement marking.

Project Manager: Kelly Jost
MDOT Airports Division
2700 East Airport Service Drive
Lansing, MI 48906-2160
Phone: 517-335-9951
Fax: 517-886-0366
Email: jostk@michigan.gov

Estimated Construction Cost: \$150,000
Estimated Letting Date: July 2005
Estimated Design Start Date: March 2005
Estimated Construction Start Date: August/September 2005

DBE Requirement: None Required

The terms **Sponsor** or **Sponsor's Agent** as used in the following shall be interpreted to mean Michigan Department of Transportation (MDOT) Multi-Modal Transportation Services Bureau.

Article 1 – Description of work to be done:

DESIGN PHASE (1)

Element 1.11 - Pre-Design Conference

A pre-design conference called by the Sponsor shall be held between the Sponsor, the Consultant and any other participating or regulatory governmental agency. This pre-design conference shall be held for the express purposes for the Consultant to ascertain from responsible representatives of each group, the Sponsor and all participating governmental agencies, their individual project requirements affecting the scope of work, design standards, presentation of final plans and documents. The requirements set forth in this pre-design conference shall be confirmed in writing by the Consultant to the Sponsor, with copies to each participating unit of government.

Element 1.12 - Engineering Survey

The Consultant shall determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, structural elevations, and field testing as may be required to complete plans and specifications.

Element 1.13 - Detailed Construction Plans and Specifications

The Consultant shall prepare detailed construction plans and specifications for the work described above, presented on drawings (24" x 36") and other documents (8-1/2" x 11") to fix and describe the size and character of the entire project including grading, drainage, paving, lighting, turfing, structures, etc., all as may apply to the project. Documents shall set forth in detail requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications shall comply with the requirements established in the pre-design conference together with the common practice of design and ethical practices of professional engineers. Plans and specifications shall be certified by the Consultant for compliance with current Federal Aviation Administration and MDOT Multi-Modal Transportation Services Bureau requirements in effect at the time the plans and specifications are prepared.

Element 1.14 - Estimate of Probable Construction Cost

The Consultant shall prepare for the Sponsor a detailed estimate of construction costs based upon the detailed plans and specifications prepared under 1.13. This statement of probable construction cost prepared by the Consultant represents the Consultant's best judgment as a design professional at the time the estimate is drawn. It is recognized, however, that neither the Consultant nor the Sponsor has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the Consultant cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the Consultant.

Element 1.15 - Engineering Report

The Consultant shall prepare an engineering report which relates to the Sponsor and participating governmental agencies, the fundamental considerations and concepts used in design of the project. This report shall include the basic design factors for drainage, pavement design, and scheduling of the various phases of the project during construction as may be required to maintain both ground and air traffic. Deviation in design and construction standards shall be included in the engineering report.

Element 1.16 - Users Conference (Not required in this contract)

The Consultant shall prepare, for the Sponsor, an estimated time schedule to be followed during the construction period. This estimated time schedule of construction will be presented by the Sponsor and the Consultant in a meeting with airport users. The

Consultant will furnish one copy of the estimated time schedule to the Sponsor for printing and disbursement to the users by the Sponsor. It is recognized, however, that neither the Consultant nor the Sponsor has absolute control over the estimated time schedule presented to any person, group or organization whomsoever.

Element 1.17 - Obligations of Sponsor or Sponsor's Agent to Consultant

When called for by the Consultant, one copy of all existing data applicable to this project and in the possession of the Sponsor or the Sponsor's Agent or any other agency of government shall be furnished at no cost to the Consultant. Existing data shall include but not be restricted to the following:

- 1) As-Constructed Plans
- 2) Pavement Design Data
- 3) Soil Borings, Analysis and Classification
- 4) Drainage Design Data
- 5) Topographic Notes and Maps
- 6) Approach Data and Zoning Maps
- 7) Property Maps Including Fee Ownership and Easements, including land descriptions

- 8) All Local, State, Federal Ordinances, Regulations, or Laws Affecting the Project
- 9) Aerial Photography, Prints, Mylars, Topographic Maps, etc.

The Sponsor or Sponsor's Agent shall furnish, at no cost to the Consultant, standard contract documents for bidders, including, but not restricted to the following:

- 1) Notice to Contractors (including advertising charges)
- 2) Instructions to Bidders
- 3) All Federal, State or Local Wage Rates as Applicable to this Project
- 4) General Provisions of Contract
- 5) Supplemental provisions of Contract
- 6) Special Provisions of Contract (except as may be supplemented by the Consultant)
- 7) Standard Construction Specifications (except as may be supplemented by the Consultant)
- 8) Standard Supplemental Specifications (except as may be supplemented by the Consultant)
- 9) Standard Testing Requirements (except as provided by the Consultant)
- 10) Proposal
- 11) Construction Contract
- 12) Form of Performance and Lien Bond
- 13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The Sponsor or Sponsor's Agent, at no cost to the Consultant, shall furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information and documents furnished by the Sponsor or Sponsor's Agent shall be furnished at Sponsor's expense.

Element 1.18 - Conferences and Meetings

The following conferences and meetings shall be attended by the Consultant and the Sponsor at location indicated for the purpose of coordination, information and understanding.

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the Sponsor and to be held at the project site.
- 2) Progress meetings (as necessary) to be called by the Sponsor, to be held at the office of the Sponsor and attended by the Consultant for the purpose of appraising the Sponsor of progress and to resolve any problems, answer questions and general coordination.
- 3) Upon completion by the Consultant of final plans, specifications, cost estimates and engineering report, the Consultant shall furnish copies to the participating governmental agencies for review. After reasonable time for review by the Sponsor and participating governmental agencies, a meeting called by the Sponsor shall be held to review final plans with the Sponsor and participating governmental agencies at the project site.
- 4) Upon determination of estimated construction time schedule, a users' conference as provided under Element 1.16 is to be called by the Sponsor, to be held at a location designated by the Sponsor (Not included in this contract).
- 5) Upon advertising of the project for bids, the Consultant and the Sponsor or Sponsor's Agent shall hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders.

Element 1.19 - Number of Copies

The Consultant shall furnish to the Sponsor the following number of documents:

Project Cost Estimates (Element 1.14)	2
Safety/Phasing Plan	7
Blue Line-Final Construction Plans (Element 1.13)	2
Consultant's Supplemented Specifications	2
Engineering Report (Element 1.15).....	3
Reproducible Construction Drawings (Element 1.13)	1

The Consultant shall be compensated for additional copies in accordance with Element 3.1.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

The Consultant will provide sufficient personnel and services necessary to comply with the MDOT Airports Division Project Engineers Manual, latest revision at the time this agreement is executed.

Element 1.21 - Pre-Construction Conference

A pre-construction conference called by the Sponsor shall be held between the Sponsor, Airport Manager, any other participating or regulatory governmental agencies, the Contractor(s) and the Consultant. This pre-construction conference shall be held for the Contractor and the Consultant to receive instructions from the Sponsor and participating/regulatory governmental units, to develop construction schedules and coordination during construction.

Element 1.22 - General Information and Coordination

The Consultant shall provide information and coordination to the Sponsor and Contractor as to the understanding of the plans and specifications. The Consultant shall not guarantee the performance of the Contractor but shall report to the Sponsor any work and materials which, in the opinion of the Consultant, do not meet the requirements of plans and specifications. The Consultant shall not be responsible for any acts of the Contractor whatsoever.

Element 1.23 - Engineering Survey and Layout As May Be Applicable

The Consultant shall take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The Consultant shall stake out the work for line and grade. Stake out shall consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s shall be available to the Contractor for his reference and checking of the Consultant's stakes. Consultant will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

The Consultant shall review material testing reports submitted by the Contractor to determine if test reports meet the requirements of specifications. Submit two copies of material testing reports to the Sponsor or Sponsor's Agent. Review shop drawings to determine compliance with plans and specifications. Submit two copies of all shop drawings to the Sponsor or the Sponsor's Agent.

Element 1.25 - Field Tests and Grade Inspection As May Be Applicable

The Consultant shall make periodic field tests and grade inspection at the project site to determine, in the opinion of the Consultant, if materials and workmanship conform to plans and specifications. Field tests shall include compaction tests, for soils in place; gradation tests for aggregates; extraction tests for bituminous mixtures and compaction tests for in-place bituminous pavements; slump, entrained air and yield tests for concrete pavement.

Element 1.26 - Cost Estimate and Change Orders

The Consultant shall prepare periodic cost estimates, contract modifications, stop and start orders as may be applicable during the construction period in three copies and present to the Sponsor or Sponsor's Agent for approval and processing.

Element 1.27 - Weekly Reports

The Consultant shall prepare FAA Form 5370-1, Construction Progress and Inspection Report, and submit one copy to the Sponsor or the Sponsor's Agent weekly during the construction period.

Element 1.28 - Final Inspection

The Consultant shall be present at final inspection, together with the Sponsor or Sponsor's Agent, participating governmental units and the Contractor.

Element 1.29 - Final Quantities - As-Constructed Plans

The Consultant shall compute final pay quantities, prepare and submit to the Sponsor or the Sponsor's Agent for approval As-Constructed Plans and update the Airport Layout Plan showing work constructed under the project.

Element 1.30 - Equipment

The Consultant shall furnish all necessary surveying and field testing equipment to accomplish the above named work.

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

Any services to be provided by subconsultants shall be provided for in a subconsultant agreement which shall meet the written approval of the Sponsor. Costs of subconsultant services shall be included in Element 3.1 – Fee. The Consultant will not apply a fixed fee on any of the costs for Subconsultant Services.

Article 2 - Time of Beginning and Completion

DESIGN PHASE (1)

Element 2.11 - Time of Beginning

Upon acceptance of this agreement by both the Sponsor and the Consultant, the Consultant shall have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

Element 2.12 - Time for Completion

The estimated time for the Consultant to complete the work named in Element 1.11 through 1.19 of this agreement, ready for submission of final plans to the Sponsor for Sponsor's approval is thirty (30) calendar days from the date the Consultant actually starts work. The Consultant shall report his progress to the Sponsor at the progress meetings as required under Element 1.18 to keep the Sponsor informed of progress and any adjustments to the estimated time schedule which may be necessary because of the supplying of information to the Consultant by the Sponsor or Sponsor's Agent as provided under Element 1.17 and other reasons beyond the control of either the Sponsor or the Consultant. Changes in time for completion shall be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning

Provided the Notice to Proceed is issued sufficiently in advance of the start of construction the Consultant will begin work seven (7) days prior to the effective date of the Notice to Proceed to the Contractor. If not, the Consultant will coordinate the beginning of work with the work of the Construction Contractor.

Element 2.22 - Time for Completion

The Consultant shall finish all work under this Agreement within thirty (30) days after final acceptance of the construction work by the Sponsor.

Article 3 - Payment

Element 3.1 - Fee

The Sponsor agrees to pay the Consultant as full compensation for services rendered as set forth in this Agreement as follows:

Phase (1) Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18, 1.19 and 1.31 a firm fixed fee to be determined (TBD) at a later date.

The Sponsor shall compensate the Consultant for requested printed materials in excess of those identified in Element 1.19 in accordance with the following:

Mylar .003 Transparent (24" x 36")	TBD
Blue line Plan sheets (24" x 36")	TBD
Black Print on White Paper (8.5" x 11")	TBD
Black Print on White Paper (11" x 17")	TBD

Phase (2) Construction

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed-fee to be negotiated as an Amendment to this Agreement, upon completion of design and advertising for bids.

The fee described above shall be considered payment in full by the Sponsor to the Consultant for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions.

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction

Progress payments for completed work shall be based on the following schedule of payments:

All charges for service shall be due and payable upon receipt of invoice by Sponsor. In the event Phase (1) Design is completed but bids are not received, final payment will be due and payable sixty (60) days after completion of Phase (1) Design.

The Consultant shall submit periodic invoices for services rendered. Each invoice shall be based upon the proportion of the total service actually completed at the time of billing. The final invoice shall be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by Airports Division until all contract requirements have been completed. The Sponsor shall make prompt payments in response to the Consultant's periodic statements. The first progress payment due and payable fifteen (15) days from the date the Sponsor authorizes the Consultant to proceed with the work.

The Consultant agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the Consultant receives from the State of Michigan or Sponsor. The Consultant also is required to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the Sponsor or the Sponsor's Agent. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended,

and does not confer third-party beneficiary right or other direct right to a subconsultant against the Sponsor or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The Consultant further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to the DEPARTMENT semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the Sponsor or the Sponsor's Agent.

Article 4 - Miscellaneous Provisions

Element 4.1 - Miscellaneous Provisions

The Consultant shall follow insofar as applicable and reasonable and as approved by the Sponsor, current design standards set forth by the Sponsor, the Sponsor's Agent and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the Consultant has completed that portion of the work to which a particular standard may apply, and in the event the Consultant is required by the Sponsor to make revisions to completed work to meet revised standards and certification requirements, the Consultant shall be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the Sponsor, Sponsor's Agent, or other participating governmental agency and required to be incorporated in the final plans and documents shall not be the responsibility of the Consultant. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the Sponsor in the performance of this contract shall be the responsibility of the Sponsor, and not the responsibility of the Consultant, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the Sponsor, or any elected or appointed officer, employee or agent of the Sponsor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Sponsor, or any elected or appointed officer, employee or agent of the Sponsor by statute or court decision.

Element 4.2 - Ownership of Documents

Completed original documents, such as final contract tracings, plans, maps and specifications prepared or obtained by the Consultant as provided under the terms of this Agreement shall be printed on transparent .003 M Mylar. The mylar prints of the originals shall be delivered to and become the property of the Sponsor. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service but shall be made available, upon request, to the Sponsor without restriction or limitation on their use.

In the event any of the above documents are revised by the Sponsor, the nameplates of

the Consultant will be removed and the Sponsor shall assume full responsibility for the reuse of these documents.

Element 4.3 - Changes in Work

By mutual acceptance of both the Sponsor and the Consultant, changes in work from that work herein provided, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Agreement. Each amendment shall describe the revision or addition of work in detail. The associated cost of the revised or additional work shall be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) shall be provided. Any change to the contract time shall also be defined in each amendment. Each amendment must be signed and dated by both the Sponsor and the Consultant.

Element 4.4 - Delays and Extensions

Changes in the estimated time schedule as may be required by the Sponsor or the Consultant shall be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

Element 4.5 - Insurance and Liability

The Consultant will maintain worker's compensation and public liability insurance as required by law and shall, upon request, show proof of compliance with this requirement.

Element 4.6 - General Compliance With Laws

Unless otherwise specified, this Agreement shall be governed by the laws of the principal address of the Sponsor. The Consultant agrees to comply with all Federal, State and Local laws applicable to the work.

Element 4.7 - Subletting, Assignment and Transfer

The Sponsor and the Consultant each binds himself, his partners, successors, assignees and legal representatives to the other party to this Agreement and to the Partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Sponsor nor the Consultant shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

Element 4.8 - Consultant's Endorsement

The Consultant shall seal and sign all final plans and specifications furnished to the Sponsor.

Element 4.9 - Disputes

All disputes concerning a question of fact in connection with work not disposed of by agreement between the Sponsor and the Consultant shall be settled through standard court actions.

Element 4.10 - Responsibility for Claims and Liability

The Consultant shall save harmless the Sponsor, Sponsor's Agent, FAA or other governmental agencies from all claims and liability due to negligence of the Consultants or its subcontractors, except as provided in Element 4.1.

Element 4.11 - Assignment of Antitrust Rights

With regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract, the Consultant hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The Consultant shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the consultant's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The Consultant shall notify the Sponsor if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract may have occurred or is threatened to occur. The Consultant shall also notify the Sponsor or the Sponsor's Agent if it becomes aware of any persons intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract.